

## EXHIBIT D



**KALBIAN  
HAGERTY** LLP  
ATTORNEYS AND COUNSELORS AT LAW

James R. Hagerty  
jhagerty@kalbianhagerty.com

(202) 223-5600 Telephone  
(202) 223-6025 Facsimile

The Browner Building  
888 17<sup>th</sup> Street, NW, Suite 1000  
Washington, DC 20006

October 14, 2007

VIA ELECTRONIC MAIL

Mr. Kevin So  
Park Towers  
1 King's Road  
North Point  
Hong Kong

Ms. Yan Lucy Lu  
51 Kimbark Crescent  
Markham, Ontario L3R 8P5 Canada

c/o Judge Leonard Suchanek

Lian Mei Development LLC (Kevin So, Member)  
7848 Willowbrook Road  
Fairfax Station, VA. 22039

Lotusbay LLC (Yan Lucy Lu, Member)  
7848 Willowbrook Road  
Fairfax Station, VA. 22039

Re: Legal Services Agreement

Dear Judge Suchanek:

This letter confirms that you have asked us to advise and represent the above referenced clients ("Clients"), in coordination with you, with respect to certain United States litigation matters that the above referenced clients have against Mr. Michael Brown, Fifth Avenue Partners Ltd. and related entities, HSBC Bank PLC and its world wide affiliates and the law firm of Allen & Overy.



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Set out below are the terms and conditions under which we agree to represent the Clients.

1. Scope of Representation.

In consultation with you, we will advise and represent the Clients with respect to all pending actions in the United States with respect to the above referenced matters including but not limited to Case No. M 19-96 - Application Pursuant to 28 U.S.C. § 1782 to take Discovery, Case No. 07 CV 6376 Complaint for Damages and Imposition of a Constructive Trust, and 07 CIV 4779 Complaint in an Action to Enforce Judgment, all pending in the U.S. District Court for the Southern District of New York. You have also asked us to coordinate and support the Clients' U.K. solicitors, Blvonas, in support of the Clients' defense and counterclaims in Claim No. 2005 Folio 841 currently pending before the High Court of Justice, Queen's Bench Division Commercial Court in London. We will also evaluate other claims that the Clients may have in the U.S. related to Mr. Brown, his corporate affiliates, bankers, partners, and professional advisors and such other matters as you from time to time request.

2. Staffing.

Haig Kalbian and I will be the principal lawyers handling this matter for the Clients. We can be reached at the address above and at the following telephone numbers:

Office:	(202) 223-5600 x 362
Fax:	(202) 223-6625
Hagerty Mobile:	[REDACTED]
Kalblian Mobile:	[REDACTED]

Please feel free to call us at any time. Our litigation partner Mary Baker and other lawyers and paralegals will be assigned to your case as needed.

3. Fees and Expenses.

We charge for our services on a "Time and Charges" basis. Haig Kalbian and my current hourly billing rate is \$600 per hour for these types of matters. Rates for our other attorneys currently range from \$175 per hour for new associates to \$500 per hour for senior lawyers time. We bill in time increments of one-tenth of an hour.

We will bill monthly for professional services performed in each month. We will also bill monthly for any expenses we incur in connection with your case in addition to the amount of our fees for legal services. These include but are not limited to charges for photocopying, messenger and delivery service, facsimile charges, computerized research, long-distance telephone and filing fees.

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Each bill will include detailed information regarding time expended and services performed by each attorney and paralegal whose work is included in the bill. Each bill will also set out separately each expense for which reimbursement is sought. Bills will usually be sent monthly for work performed and expenses incurred the previous month. Payment is due promptly upon their receipt.

Kalbian Hagerty L.L.P. reserves the right to charge interest at a rate of up to 1.5% for invoices which are thirty or more days overdue. Any long outstanding invoices may be turned over to collection and Kalbian Hagerty L.L.P. will hold you responsible for any fees resulting there from, including but not limited to legal fees.

4. Retainer.

The scope of work in this case, as we have discussed, is substantial. In accordance with our standard practice we would ask that you deposit an initial retainer of \$50,000 that we will hold in our operating account against which we will bill our initial fees. In addition, I would ask that you send us an additional \$25,000 that we will hold in our trust account for expenses. We will ask you to replenish the retainer from time to time and may adjust the retainer amount depending on the resources we are required to commit to this engagement.

5. Conflicts.

Kalbian Hagerty represents many other companies, associations and individuals. Our representation of you does not conflict with our representation of any existing clients to the best of our knowledge. Should such a conflict or apparent conflict develop, we will promptly disclose it to you.

It is possible that, after we have finished working on this matter, some of our present or future clients may have disputes or transactions with you. You acknowledge that our representation of you does not prevent us from representing other such clients as long as their transactions or disputes with you do not involve any confidential information we have received from you in connection with this representation.

6. Term of Representation.

You are free at any time to terminate our services for any reason, in which case we will bill you for fees and disbursements accrued to the date of termination, as well as those fees and disbursements, if any, we incur in ending the relationship.

We reserve the right to withdraw from our representation of you at any time for good cause, such as failure to pay fees and disbursements promptly, or insistence upon a course of conduct, which we believe to be inappropriate or improper. In such an event, you will be obligated to pay the fees and disbursements accrued prior to termination.

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Following the conclusion of our representation of you, we will return to you any of your papers that you request. Our own files, including lawyer work product, pertaining to your case will be retained by the firm. Those files and any of your documents that you do not request us to return to you will be kept confidential. In order to minimize unnecessary storage expenses, however, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of our representation of you, unless you advise us otherwise in writing.

\*\*\*\*\*

If you are in agreement with the terms of representation as set forth in this letter, please have the Clients and yourself sign where indicated and return a signed copy to me and wire the retainer to us in accordance with the wiring instructions set out below. If you have any questions about these provisions, or if you would like to discuss possible modifications, please do not hesitate to contact me.

We are very pleased to have this opportunity to work with the Clients and you and look forward to a mutually rewarding business and professional relationship.

Sincerely,

/s/

James R. Hagerty

I have read and understand the foregoing terms of this representation and I accept them.

Date: \_\_\_\_\_

Mr. Kevin So, Individually and as Member of Lian Mei  
Development, LLC

Date: \_\_\_\_\_

Mr. Yan Lucy Lu, Individually and as Member of  
LotusBay, LLC

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CHANCERY COURT

PAGE 01/02

Judge Leonard Sochanek  
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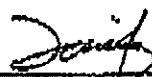
/s/

James R. Hagerly

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Date:

15-Oct-2007

  
Mr. Kevin So, Individually and as Member of Lian Mei  
Development, LLC

Date:

\_\_\_\_\_  
Mr. Yan Lucy Lu, Individually and as Member of  
LotusBay, LLC

Oct 17 2007 11:28 P.01

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Sincerely,

/s/

James R. Hagerty

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Date: \_\_\_\_\_

Mr. Kevin So, Individually and as Member of Lian Mei  
Development, LLC

Date: Oct 17, 2008

  
Mr. Yan Lucy Lin, Individually and as Member of  
LotusBay, LLC

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Date: 17 October 2007

Gregory J. Olszewski  
Mr. Leonard Suchanek, Trustee for Mr. So and  
General Counsel of Lian Mei Development LLC

**WACHOVIA BANK**

Location: Washington, DC

Name on Account: Kalbian Hagerty L.L.P.

Routing Number (for domestic transfers): [REDACTED]

Swift Code (for international transfers): [REDACTED]

Account Number: [REDACTED]